



THOMAS L. GARTHWAITE, M.D.
Director and Chief Medical Officer

FRED LEAF
Chief Operating Officer

COUNTY OF LOS ANGELES
DEPARTMENT OF HEALTH SERVICES
313 N. Figueroa, Los Angeles, CA 90012
(213) 240-8101

BOARD OF SUPERVISORS

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July 31, 2003

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL OF AMENDMENT TO EXTEND AND MODIFY HIGH DESERT
HEALTH SYSTEM'S HOUSEKEEPING SERVICES AGREEMENT**
(Fifth District) (3Votes)

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Director of Health Services, or his designee, to sign Exhibit I for High Desert Health System's Housekeeping Services Agreement Amendment with Pedus Building Services, Inc. (Pedus), Agreement No. 71207-2, to extend the term from September 1, 2003, on a month-to-month basis to expire no later than February 29, 2004, for a total maximum obligation of \$322,908.30, 100% net County cost.
2. Delegate authority to the Director of Health Services, or his designee, to obtain emergency services or expanded services at a cost not to exceed 5% of the contract sum, if it is within High Desert Health System's budget, as reviewed by the Chief Administrative Office.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS:

In approving the above recommended actions, the Board is authorizing the Director of the Department of Health Services (DHS or Department) to extend the term and modify High Desert

Health System's Housekeeping Services Agreement from September 1, 2003, on a month-to-month basis to expire February 29, 2004, with 5% contingency funding, which may be used only for emergency or expanded services that have prior written approval.

Board approval of the recommended action will allow DHS to continue housekeeping services at High Desert Health System and provide additional time to complete the Proposition A Housekeeping Services Request for Proposals (RFP) for all DHS facilities.

FISCAL IMPACT/FINANCING:

The total contract sum during the extension period is \$322,908.30. Funding is included in the Fiscal Year 2003-04 Adopted Budget. The delegated authority for additional funding not to exceed 5% of the contract sum must be within High Desert Health System's budget, as reviewed by the Chief Administrative Office (CAO).

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

The amendment provides for changes in the scope of services being provided at High Desert Health System since it is no longer an inpatient facility.

The amendment will also provide time for the Department to complete the resolicitation of all housekeeping agreements. The Department intends to issue one RFP for all facilities so that we can obtain the most cost effective contract. The Department expects to return to the Board with recommendations for new agreements prior to December 31, 2003.

The delegated authority gives High Desert Health System the flexibility to provide for emergency services or expanded services with prior written approval by the facility's administration and Finance staff. The Director, or his designee, will initiate a Change Notice describing the service to be provided, the amount of time required, and the cost.

Attachment A provides additional information.

County Counsel has reviewed and approved Exhibit I as to form.

CONTRACTING PROCESS:

It is not appropriate to advertise agreement amendments on the Los Angeles County On-line Web Site as a business opportunity.


The Honorable Board of Supervisors
July 31, 2003
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IMPACT ON CURRENT SERVICES (OR PROJECTS):

Provision of housekeeping services will be allowed to continue without interruption.

When approved, this Department requires three copies of the Board's action.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Thomas L. Garthwaite".

Thomas L. Garthwaite, M.D.
Director and Chief Medical Officer

TLG:lm

Attachments

c: Chief Administrative Officer
County Counsel
Executive Officer, Board of Supervisors

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SUMMARY OF AGREEMENT

1. TYPE OF SERVICE:

Housekeeping Services for High Desert Health System including, for example, custodial cleaning, window washing, light fixture cleaning, trash removal, and parking lot sweeping.

2. AGENCY ADDRESS AND CONTACT PERSON:

Pedus Building Services, Inc.
601 Potrero Grande Drive, 3rd Floor
Los Angeles, CA 91754
Attention: Enio Martinez, Vice President/General Manager
Telephone: (323) 837-0222

3. TERM:

The agreement is being extended effective September 1, 2003, on a month-to-month basis to expire no later than February 29, 2004.

4. FINANCIAL INFORMATION:

The total cost of this amendment is \$322,908.30 for FY 2003-04. Funding is included in the Fiscal Year 2003-04 Adopted Budget.

5. GEOGRAPHIC AREAS TO BE SERVED:

Antelope Valley.

6. ACCOUNTABLE FOR PROGRAM EVALUATION:

Beryl Brooks, Chief Executive Officer, High Desert Health System

7. APPROVALS:

High Desert Health System:	Beryl Brooks
Contracts Administration:	Miles Yokota, Director
Contracts and Grants Division:	Riley J. Austin, Acting Chief
County Counsel (approval as to form):	Elizabeth J. Friedman, Senior Deputy

HOUSEKEEPING SERVICES AGREEMENT

HIGH DESERT HEALTH SYSTEM

Amendment No. 2

THIS AMENDMENT is made and entered into this _____ day
of _____, 2003,

by and between

COUNTY OF LOS ANGELES
(hereafter "County"),

and

PEDUS BUILDING SERVICES, INC.
(hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled
"HOUSEKEEPING SERVICES AGREEMENT HIGH DESERT HOSPITAL", dated
January 13, 1998, and any amendments thereto, all further
identified as Agreement No. 71207, (hereafter "Agreement"); and

WHEREAS, the title of the Agreement is being revised from
High Desert Hospital to "High Desert Health System"; and

WHEREAS, the parties have agreed to an extension of the term
on a monthly basis with a maximum duration term of February 29,
2004, and to make the changes described hereinafter; and

WHEREAS, Agreement provides that changes to its terms may be
made in the form of a written amendment which is formally
approved and executed by the parties.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. This Amendment is effective September 1, 2003.
2. Schedule 1-H shall be attached to this Amendment and

incorporated in Agreement by reference and shall replace Schedule 1-G.

3. Agreement Paragraph 1, TERM AND TERMINATION, Paragraph A, is revised to read as follows:

"A. The term of this Agreement shall commence on February 1, 1998 and shall continue in full force and effect to and including February 29, 2004, unless sooner terminated or canceled under the conditions of this Paragraph or conditions of the TERMINATION FOR CONVENIENCE Paragraph of this Agreement."

4. Paragraph 2, DESCRIPTION OF SERVICES, shall be revised to read as follows:

"2. DESCRIPTION OF SERVICES: Contractor shall provide Housekeeping Services at High Desert Health System as described in Exhibits "A" and "A-1", "STATEMENT OF WORK", attached hereto and incorporated herein by reference, in the manner and form as described in the body of this Agreement."

5. Paragraph 58, UNSCHEDULED WORK, shall be added as follows:

"58. UNSCHEDULED WORK:

A. Delegated Authority: The Director, or his designee, may authorize the Contractor to perform unscheduled work, including, but not limited to, cleaning when the need for such work arises out of

Emergency or Expanded services. In addition to the Contract Sum set forth in the attached schedule, there shall be funding of five percent (5%) of the Contract Sum for emergency or expanded services. For both emergency and expanded services, the County liaison will initiate a Change Notice that identifies the work to be done, the amount of time to be spent, and the cost. The Contractor will sign off on the Change Notice. In an emergency, the Change Notice will be completed within two (2) days following the service. For expanded services, the Change Notice shall be signed by both parties at least twenty-four (24) hours prior to the initiation of the expanded service.

B. Definition of Unscheduled Work: Unscheduled work is defined as follows:

- i. "Emergency" is defined as a situation wherein an immediate or quick response is necessary to prevent or lessen injury to persons or property, e.g., earthquake, broken pipes, and time is a critical factor.
- ii. "Expanded" is defined as an unforeseen increase in the need for services, which does not substantially change the amount

or scope of coverage, e.g., lengthening
of office hours, set forth herein.

C. Payment for Unscheduled Work: The Contractor shall invoice the County for the amounts agreed to between County and Contractor for the Unscheduled Work at the straight time (S.T.) Or overtime rate (O.T.), as applicable, as identified in the attached Schedule 1-H. The amount billed for Emergency or Expanded Services shall be identified separately on the monthly invoice submitted by the Contractor. If the County has not approved the Emergency or Expanded Services in writing, no payments shall be due to the Contractor. In no event shall any annual total expenditure exceed the Contract Sum plus the additional funding at five percent (5%), \$____, without prior express approval of County's Board of Supervisors."

6. Except for the changes set forth hereinabove, Agreement shall not be changed in any other respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its

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Director of Health Services, and Contractor has caused this
Amendment to be subscribed in its behalf by its duly authorized
officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

BY _____
Thomas L. Garthwaite, M.D.
Director and Chief Medical Officer

PEDUS BUILDING SERVICES, INC.
Contractor

By _____
Signature

Printed Name

Title _____
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL
LLOYD W. PELLMAN
County Counsel

By _____
Deputy

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Health Services

By _____
Acting Chief, Contracts and
Grants Division

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7/30/03